



City of Charleston

South Carolina

Department of Public Service

JOHN J. TECKLENBURG
Mayor

LAURA S. CABINESS, PE
Director

**PUBLIC WORKS AND UTILITIES COMMITTEE
AGENDA**

There will be a meeting of the Public Works and Utilities Committee on Tuesday, February 23, 2016 to begin at 3:30 p.m. at 1st Floor Conference Room, 80 Broad Street. The following items will be heard:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes

February 9, 2016 – *DEFERRED*

C. Request to Set a Public Hearing

None

D. Acceptance and Dedication of Rights-of-Way and Easements

1. **Daniel Island Parcel J-2 (29.31 Ac) to Create a New Variable Width Right-of-Way (1.71 Ac) and New Pump Station (0.06 Ac)** – acceptance and dedication of a portion of Robert Daniel Drive (variable width right-of-way). All infrastructure improvements are completed, inspected, and accepted.
 - a. Title to Real Estate and Affidavit
 - b. Plat
 - c. Exclusive Stormwater Drainage Easement
 - d. Exclusive Stormwater Drainage Easement

E. Requests for Permanent Encroachments

None

F. Temporary Encroachments Approved By The Department of Public Service (For information only)

1. **214 Amberjack Lane** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 2/10, 2016.**

2. **864 & 866 Island Park Drive** – installing existing parking space modification, elevated brick paver sidewalk, stairs, landscape, irrigation, and building awnings not to exceed 12-inch encroachment into right-of-way. This encroachment is temporary. **Approved 2/10, 2016.**
3. **122 Meeting Street** – installing 24" x 30" right angle sign encroaching into right-of-way. This encroachment is temporary. **Approved 2/10, 2016.**

G. Miscellaneous or Other New Business

None

Councilmember Perry K. Waring
Chairperson

STATE OF SOUTH CAROLINA)
COUNTY OF ~~CYCHARLESTON~~ BERKELEY TITLE TO REAL ESTATE
CITY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that The Daniel Island Company, Inc. ("Grantor") in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All the of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, located in Parcel J-2, Daniel Island as shown and designated on a plat entitled "Final Subdivision Plat of Parcel J-2 (29.31 Ac.) to Create a New Variable Width Public Right-of-Way (1.71 Ac.) & New Pump Station (0.06 Ac.), City of Charleston, Berkeley County, South Carolina, prepared for Daniel Island Company, Inc."

prepared by Phillip P. Gerard, dated Sept. 4, 2015, revised _____, and recorded in Plat Book _____ at Page _____ in the RMC Office for Berkeley County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less. Said Street is known as Robert Daniel Drive (Variable width public R/W)

This being a portion of the property conveyed to Grantor herein by deed of the Daniel Island Residential Investments LLC dated November 8, 1998 and recorded November 9, 1998 in Book 1478 at Page 16 in the RMC Office for Berkeley County, South Carolina.

Grantee's Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against us and our heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 24th day of November, 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Grantor

Maggie Hackett
Witness Number One

The Daniel Island Company, Inc.

By: [Signature]
Matthew R. Sloan, President
Printed Name

Maggie Hackett
Printed Name

Carolee R. Parkley
Witness Number Two

Carolee R. Parkley
Printed Name

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named The Daniel Island Company, Inc., by its duly authorized officer Matthew R. Sloan, its President sign, seal and as its act and deed, deliver the within written Deed, and that (s)he with the other witness witnessed the execution thereof.

Maggie Hackett

SWORN to before me this 24th day of November, 2015

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 10/16/24



COUNTY OF BERKELEY) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

1. I have read the information on this affidavit and I understand such information.

3. Check one of the following: The deed is

- Check Yes ☐ or No ☒

(A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.

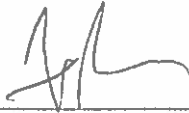
(B) _____ The fee is computed on the fair market value of the realty which is _____.

(C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

6. The deed recording fee is computed as follows:

- ATEF4-2013

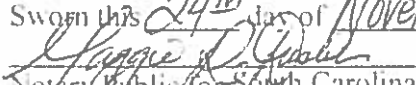
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is -0-.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



Responsible Person Connected with the Transaction

Matthew R. Sloan, its President

Print or Type Name Here

Sworn this 24th day of November 2015

Notary Public for South Carolina
My Commission Expires: October 16th 2024



STATE OF SOUTH CAROLINA)	EXCLUSIVE STORM
)	WATER DRAINAGE
BERKELEY)	EASEMENT
COUNTY OF CHARLESTON)	CITY OF CHARLESTON

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Daniel Pointe Retirement Community LLC (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining a storm water drainage ditch and appurtenances ("Storm Water System") across a portion of Parcel J-2C designated by Berkeley County tax map number 275-00-00-263 and to accomplish this objective, the City must obtain an easement from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it an exclusive easement in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City a **NEW EXCLUSIVE 16 - FOOT WIDE PERMANENT STORM DRAINAGE EASEMENT**, more fully shown on a plat entitled "Final Subdivision Plat of Parcel J-2 (29.31 Ac.) To Create a New Variable Width Public Right-of-Way (1.71 Ac.) & New Pump Station (0.06 Ac.), City of Charleston, Berkeley County, South Carolina Prepare for Daniel Island Company, Inc.

prepared by Thomas & Hutton Engineering, dated September 4, 2015, executed by Philip P. Gerard, on December 14, 2015, and recorded in Plat Book _____ at page _____ in the R.M.C. Office for Berkeley County, South Carolina (herein the "Plat"). A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM DRAINAGE EASEMENT having such size, shape, location, and butting, and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive 16-Foot Wide Permanent Stormwater Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. This Exclusive 16-Foot Wide Permanent Stormwater Drainage Easement shall be commercial in nature and shall run with the land.

STATE OF SOUTH CAROLINA)	EXCLUSIVE STORM
)	WATER DRAINAGE
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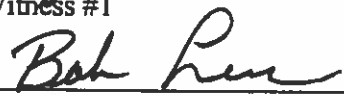
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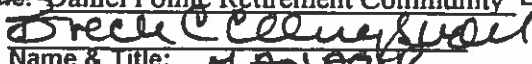
The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive 16 -Foot Wide Permanent Stormwater Drainage Easement during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.


Witness #1

Witness #2

OWNER

Name: Daniel Pointe Retirement Community LLC
By: 
Name & Title: MANAGER
Date: November 17, 2015

WITNESSES:

CITY OF CHARLESTON

Witness #1

Witness #2

By: Laura S. Cabiness
Its: Director of Public Service
Date: _____

STATE OF SOUTH CAROLINA

) PROBATE
)
)

COUNTY OF CHARLESTON

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named JAKE MCGLOTH BRYL COLLINGSWORTH sign, on behalf of, Daniel Pointe Retirement Community LLC, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Bob Lew

Signature of Witness

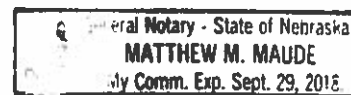
SWORN to before me this

17th day of November, 2015.

Matthew M. Maude

Notary Public for ~~South Carolina~~ NEBRASKA

My Commission Expires: 9/29/18



STATE OF SOUTH CAROLINA

)

PROBATE

)

COUNTY OF CHARLESTON

)

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named ABC sign, on behalf of, City of Charleston, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

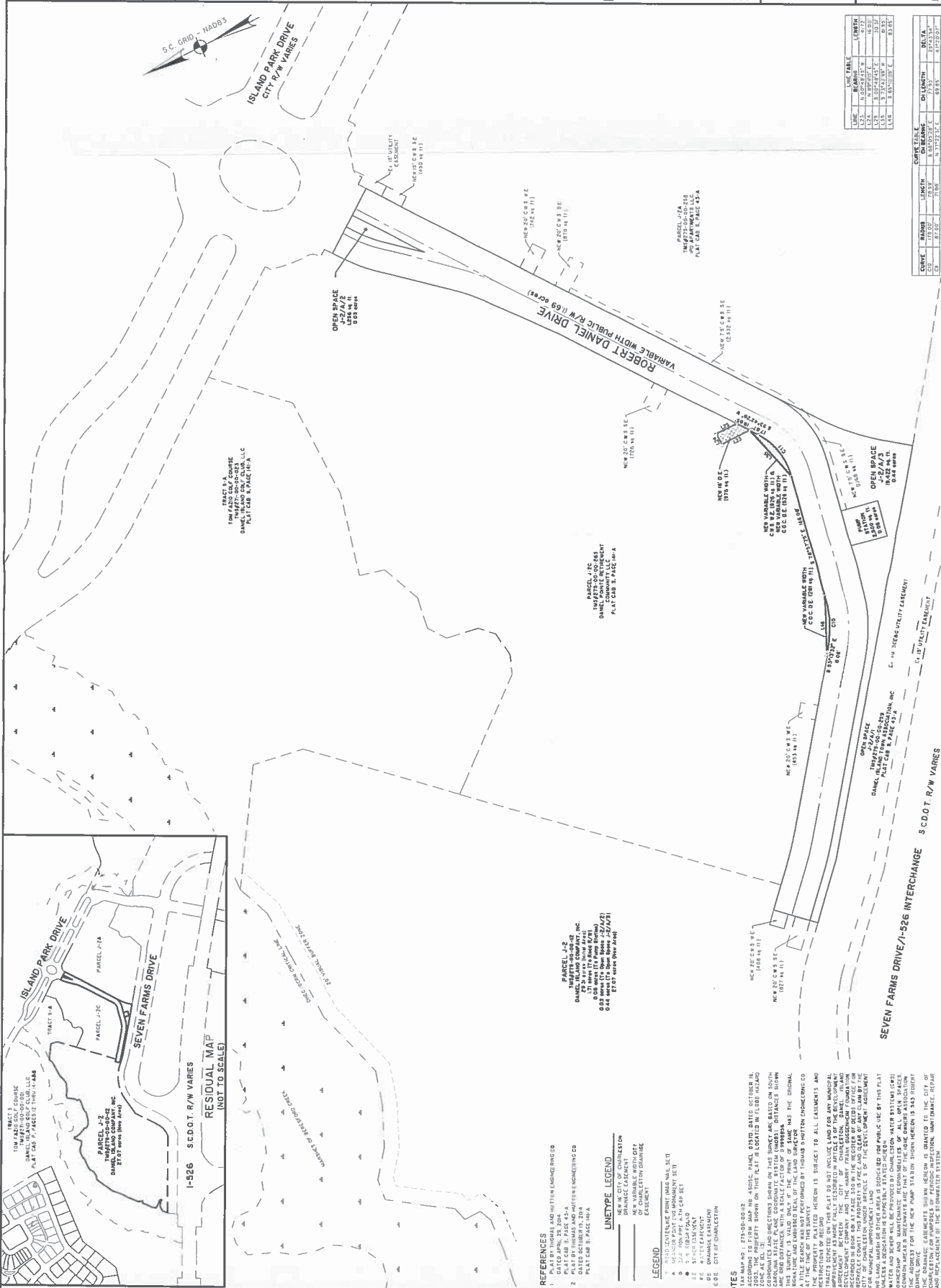
Signature of Witness

SWORN to before me this

_____ day of _____, 20_____.

Notary Public for South Carolina

My Commission Expires: _____

[illegible][illegible]

CITY OF CHARLESTON
BERKELEY COUNTY, SOUTH CAROLINA

prepared for
DANIEL ISLAND COMPANY, INC.

CURVE TABLE		
CURVE	LENGTH	DELTA
C10	178.50'	79.93°
C11	8.85+25.28' E	29.43 34°

SHEET 1 OF 1

Exclusive variable-Foot Wide Permanent Stormwater Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive variable -Foot Wide Permanent Stormwater Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director
Date: _____

Witness #2

WITNESSES

OWNER

Daniel Pointe Retirement Community, LLC

Robert Lewis

Witness #1

BY: Breck C. Collingsworth
Name: Breck C. Collingsworth

Sara Miller

Witness #2

Date: 1-15-16

NEBRASKA
STATE OF SOUTH CAROLINA)
LANCASTER)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Breck C. Collingsworth sign, on behalf of Daniel Island Retirement Community, LLC, the within Exclusive Permanent Stormwater Drainage Easements, and seal said Exclusive Permanent Stormwater Drainage Easements, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Breck C. Collingsworth
Signature of Witness

SWORN to before me this
15th day of January, 2016.

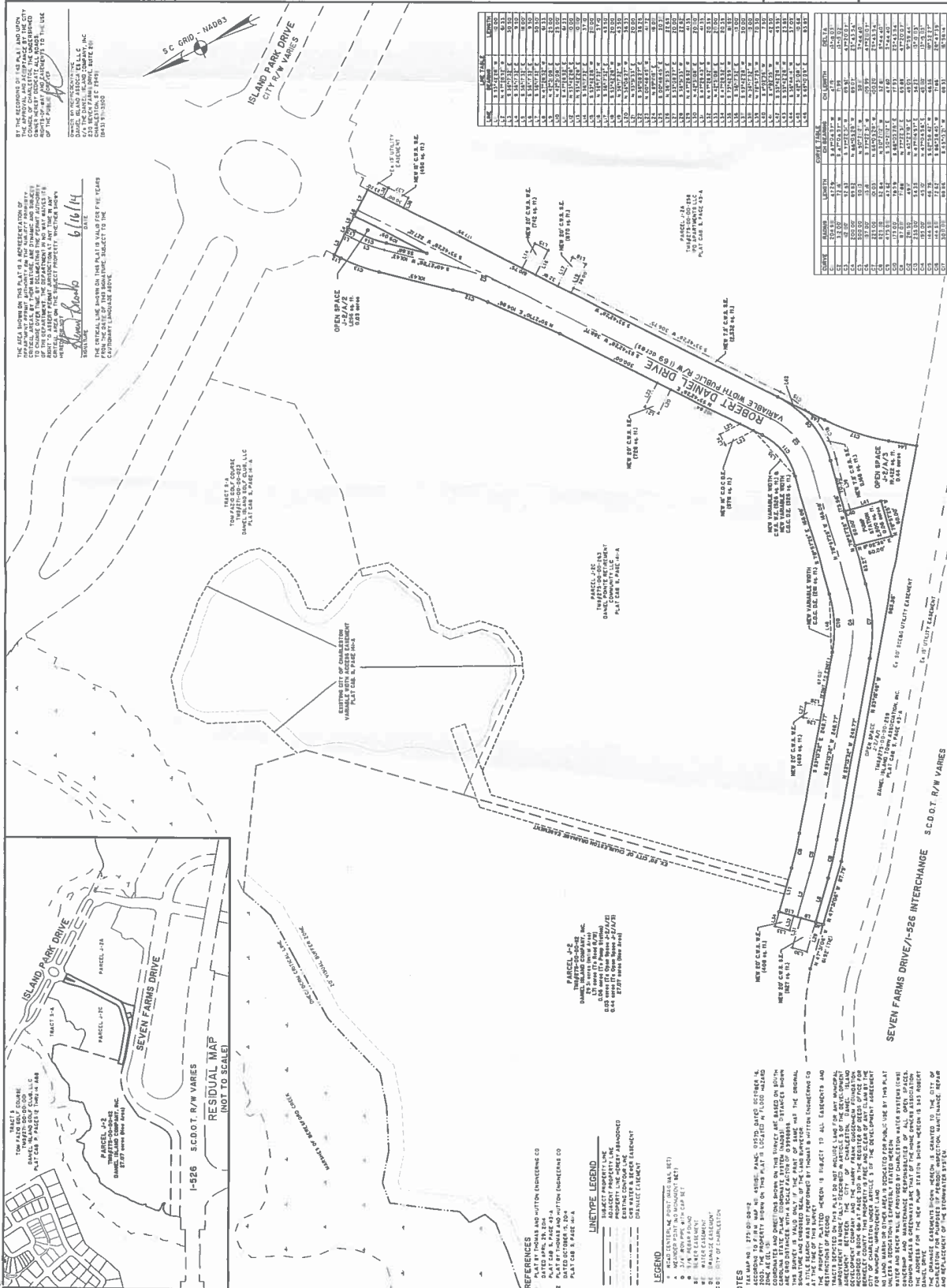
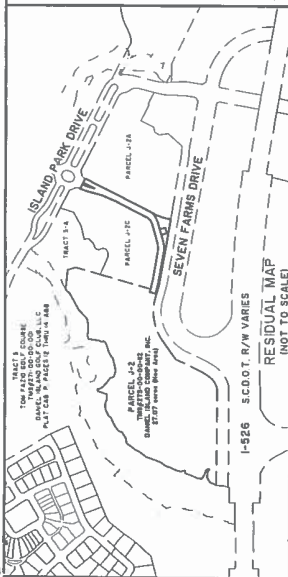
Lori E. Oden-Muth
Notary Public for South Carolina ~~NEBRASKA~~
My Commission Expires: 1/5/20



PROBATE

Signature of Witness

Notary Public for South Carolina
My Commission Expires:



SE	PERIOD	LENGTH
1	1	0.51
2	1	0.51
3	1	0.51
4	1	0.51
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98	1	0.51
99	1	0.51
100	1	0.51

[illegible]

Technical drawing of a mechanical part, showing two views: a top view and a side view. The top view is a rectangle with dimensions 100 mm (width) and 125 mm (depth). It features a central rectangular cutout with a width of 40 mm and a depth of 25 mm. The side view shows the profile of the part, with a total height of 100 mm and a base width of 100 mm. The drawing includes dimension lines, arrows, and numerical values in millimeters (mm).

Year	Age	Length	Sex	Survival
1970	10	10.0	10	10
1971	11	11.0	11	11
1972	12	12.0	12	12
1973	13	13.0	13	13
1974	14	14.0	14	14
1975	15	15.0	15	15
1976	16	16.0	16	16
1977	17	17.0	17	17
1978	18	18.0	18	18
1979	19	19.0	19	19
1980	20	20.0	20	20
1981	21	21.0	21	21
1982	22	22.0	22	22
1983	23	23.0	23	23
1984	24	24.0	24	24
1985	25	25.0	25	25
1986	26	26.0	26	26
1987	27	27.0	27	27
1988	28	28.0	28	28
1989	29	29.0	29	29
1990	30	30.0	30	30
1991	31	31.0	31	31
1992	32	32.0	32	32
1993	33	33.0	33	33
1994	34	34.0	34	34
1995	35	35.0	35	35
1996	36	36.0	36	36
1997	37	37.0	37	37
1998	38	38.0	38	38
1999	39	39.0	39	39
2000	40	40.0	40	40
2001	41	41.0	41	41
2002	42	42.0	42	42
2003	43	43.0	43	43
2004	44	44.0	44	44
2005	45	45.0	45	45
2006	46	46.0	46	46
2007	47	47.0	47	47
2008	48	48.0	48	48
2009	49	49.0	49	49
2010	50	50.0	50	50
2011	51	51.0	51	51
2012	52	52.0	52	52
2013	53	53.0	53	53
2014	54	54.0	54	54
2015	55	55.0	55	55
2016	56	56.0	56	56
2017	57	57.0	57	57
2018	58	58.0	58	58
2019	59	59.0	59	59
2020	60	60.0	60	60

[illegible][illegible][illegible]

**FINAL
SUBDIVISION PLAT OF
MARCEL J-2 (29.31 Ac.)
TO CREATE
A NEW VARIABLE
WIDTH PUBLIC
RIGHT-OF-WAY (1.71 Ac.)
& NEW PUMP
STATION (0.06 Ac.)**

THOMAS & HUTTON
682 Jennings, Omaha, Neb., Suite 100
PO Box 1523
MI, Pleasant SC 29465-1522
p 843 874 0200 f 843 849 0203
www.thomashutton.com

150
60 40 20
drawn
p001
4/15
revised
10/01
file d
craw
1
INCH = 40 FEET
SHEET 1 OF 1

2015 2014 2013 2012 2011 2010 2009 2008 2007 2006 2005 2004 2003 2002 2001 2000 1999 1998 1997 1996 1995 1994 1993 1992 1991 1990 1989 1988 1987 1986 1985 1984 1983 1982 1981 1980 1979 1978 1977 1976 1975 1974 1973 1972 1971 1970 1969 1968 1967 1966 1965 1964 1963 1962 1961 1960 1959 1958 1957 1956 1955 1954 1953 1952 1951 1950 1949 1948 1947 1946 1945 1944 1943 1942 1941 1940 1939 1938 1937 1936 1935 1934 1933 1932 1931 1930 1929 1928 1927 1926 1925 1924 1923 1922 1921 1920 1919 1918 1917 1916 1915 1914 1913 1912 1911 1910 1909 1908 1907 1906 1905 1904 1903 1902 1901 1900 1899 1898 1897 1896 1895 1894 1893 1892 1891 1890 1889 1888 1887 1886 1885 1884 1883 1882 1881 1880 1879 1878 1877 1876 1875 1874 1873 1872 1871 1870 1869 1868 1867 1866 1865 1864 1863 1862 1861 1860 1859 1858 1857 1856 1855 1854 1853 1852 1851 1850 1849 1848 1847 1846 1845 1844 1843 1842 1841 1840 1839 1838 1837 1836 1835 1834 1833 1832 1831 1830 1829 1828 1827 1826 1825 1824 1823 1822 1821 1820 1819 1818 1817 1816 1815 1814 1813 1812 1811 1810 1809 1808 1807 1806 1805 1804 1803 1802 1801 1800 1799 1798 1797 1796 1795 1794 1793 1792 1791 1790 1789 1788 1787 1786 1785 1784 1783 1782 1781 1780 1779 1778 1777 1776 1775 1774 1773 1772 1771 1770 1769 1768 1767 1766 1765 1764 1763 1762 1761 1760 1759 1758 1757 1756 1755 1754 1753 1752 1751 1750 1749 1748 1747 1746 1745 1744 1743 1742 1741 1740 1739 1738 1737 1736 1735 1734 1733 1732 1731 1730 1729 1728 1727 1726 1725 1724 1723 1722 1721 1720 1719 1718 1717 1716 1715 1714 1713 1712 1711 1710 1709 1708 1707 1706 1705 1704 1703 1702 1701 1700 1699 1698 1697 1696 1695 1694 1693 1692 1691 1690 1689 1688 1687 1686 1685 1684 1683 1682 1681 1680 1679 1678 1677 1676 1675 1674 1673 1672 1671 1670 1669 1668 1667 1666 1665 1664 1663 1662 1661 1660 1659 1658 1657 1656 1655 1654 1653 1652 1651 1650 1649 1648 1647 1646 1645 1644 1643 1642 1641 1640 1639 1638 1637 1636 1635 1634 1633 1632 1631 1630 1629 1628 1627 1626 1625 1624 1623 1622 1621 1620 1619 1618 1617 1616 1615 1614 1613 1612 1611 1610 1609 1608 1607 1606 1605 1604 1603 1602 1601 1600 1599 1598 1597 1596 1595 1594 1593 1592 1591 1590 1589 1588 1587 1586 1585 1584 1583 1582 1581 1580 1579 1578 1577 1576 1575 1574 1573 1572 1571 1570 1569 1568 1567 1566 1565 1564 1563 1562 1561 1560 1559 1558 1557 1556 1555 1554 1553 1552 1551 1550 1549 1548 1547 1546 1545 1544 1543 1542 1541 1540 1539 1538 1537 1536 1535 1534 1533 1532 1531 1530 1529 1528 1527 1526 1525 1524 1523 1522 1521 1520 1519 1518 1517 1516 1515 1514 1513 1512 1511 1510 1509 1508 1507 1506 1505 1504 1503 1502 1501 1500 1499 1498 1497 1496 1495 1494 1493 1492 1491 1490 1489 1488 1487 1486 1485 1484 1483 1482 1481 1480 1479 1478 1477 1476 1475 1474 1473 1472 1471 1470 1469 1468 1467 1466 1465 1464 1463 1462 1461 1460 1459 1458 1457 1456 1455 1454 1453 1452 1451 1450 1449 1448 1447 1446 1445 1444 1443 1442 1441 1440 1439 1438 1437 1436 1435 1434 1433 1432 1431 1430 1429 1428 1427 1426 1425 1424 1423 1422 1421 1420 1419 1418 1417 1416 1415 1414 1413 1412 1411 1410 1409 1408 1407 1406 1405 1404 1403 1402 1401 1400 1399 1398 1397 1396 1395 1394 1393 1392 1391 1390 1389 1388 1387 1386 1385 1384 1383 1382 1381 1380 1379 1378 1377 1376 1375 1374 1373 1372 1371 1370 1369 1368 1367 1366 1365 1364 1363 1362 1361 1360 1359 1358 1357 1356 1355 1354 1353 1352 1351 1350 1349 1348 1347 1346 1345 1344 1343 1342 1341 1340 1339 1338 1337 1336 1335 1334 1333 1332 1331 1330 1329 1328 1327 1326 1325 1324 1323 1322 1321 1320 1319 1318 1317 1316 1315 1314 1313 1312 1311 1310 1309 1308 1307 1306 1305 1304 1303 1302 1301 1300 1299 1298 1297 1296 1295 1294 1293 1292 1291 1290 1289 1288 1287 1286 1285 1284 1283 1282 1281 1280 1279 1278 1277 1276 1275 1274 1273 1272 1271 1270 1269 1268 1267 1266 1265 1264 1263 1262 1261 1260 1259 1258 1257 1256 1255 1254 1253 1252 1251 1250 1249 1248 1247 1246 1245 1244 1243 1242 1241 1240 1239 1238 1237 1236 1235 1234 1233 1232 1231 1230 1229 1228 1227 1226 1225 1224 1223 1222 1221 1220 1219 1218 1217 1216 1215 1214 1213 1212 1211 1210 1209 1208 1207 1206 1205 1204 1203 1202 1201 1200 1199 1198 1

5 C. GRD - NA083

ISLAND PARK DRIVE
CITY PLANNING LINES

OPEN SPACE
150' MIN. W.
150' MIN. W.

LINE	LINE NUMBER	LENGTH
1	100	100
2	50	50
3	100	100
4	50	50

[illegible][illegible]

TROPICANA PRODUCTS, LLC
 PROPOSED 100,000 SQ. FT. WAREHOUSE
 PLAT CAR. 2, PAGE 44-A

EXISTING CITY OF CHARLOTTE
 VARIABLE SPEED LIMIT ELEMENT

I-77

PROPOSED 100,000 SQ. FT. WAREHOUSE

[illegible][illegible][illegible]

Figure 1 is a line graph with 'Percentage of total effort' on the x-axis (0 to 100) and 'Percentage of total catch' on the y-axis (0 to 100). Two lines are plotted: a solid line for *A. balearicum* and a dashed line for *A. mediterraneum*. The solid line starts at (0,0), rises steeply to about (10, 80), then more gradually to (100, 95). The dashed line starts at (0,0), rises to about (10, 40), then more gradually to (100, 80).

[illegible][illegible]